

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

KEVIN LEDFORD, individually, and on behalf)
of all others similarly situated,)

Plaintiff,)

v.)

Case No. 2:23-CV-04079

TRAVELERS HOME AND MARINE)
INSURANCE COMPANY,)

Defendant.)

DECLARATION OF CONNOR S. KIDD
IN SUPPORT OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

I, Connor S. Kidd, hereby declare that:

1. My name is Connor S. Kidd. I am over the age of eighteen and am legally competent to make this declaration.
2. All matters of fact stated herein are within my personal knowledge and/or are based on my review of documents created and maintained by Travelers Home and Marine Insurance Company ("Travelers") in the ordinary course of its business.
3. I am a Technical Specialist, responsible for the adjustment of property insurance claims made under policies issued by Travelers.
4. Travelers issued a homeowners insurance policy (the "Policy") to Kevin and Deborah Ledford, bearing policy number 996943798 633 1, providing coverage for a residence premises located at 667 W. Juan Tabo Ln, Republic, MO 65738-1487 (the "Premises"), for the policy period of December 15, 2017 to December 15, 2018. A certified copy of the Policy is attached as Exhibit A hereto.

5. I had responsibility for the insurance claim made by Kevin and Deborah Ledford, which was reported to Travelers on December 3, 2018, assigned Travelers claim number ICP0526 (the "Claim"). The Claim was for damage to the roof of the Premises caused by a windstorm, with a reported date of loss of December 1, 2018.

6. On or about December 11, 2018, I inspected the Premises, prepared an estimate and issued an electronic payment that same day to the Ledfords on the Claim. The payment was based on an estimated replacement cost value of \$12,540.99, less depreciation of \$4,200.92, less the deductible of \$1,500, for a total of \$6,840.07.

7. Travelers' records reflect that the electronic payment was accepted by the Ledfords and deposited into their bank account on or about December 20, 2018.

8. On February 22, 2019, Travelers received from the Ledfords a copy of an invoice from their contractor dated January 10, 2019, for replacement of the entire roof, in the total amount of \$10,185.

9. On February 22, 2019, Travelers issued an electronic payment to the Ledfords in the amount of \$1,844.93. This payment was calculated based on their contractor's invoice in the amount of \$10,185, less the prior payment of \$6,840.07, less the deductible of \$1,500. After this second payment, Travelers had paid a total of \$8,685, which is the amount of the contractor's invoice (\$10,185) minus the deductible (\$1,500). After issuing this second payment, there was no remaining depreciation taken on the Claim.

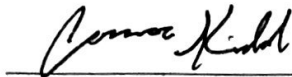
10. During the adjustment of the Claim, the Ledfords did not provide Travelers with a proof of loss. The Ledfords also did not demand payment in any specific amount except to the extent that they provided their contractor's invoice, the remaining amount of which was promptly paid as described in the preceding paragraph.

11. During the adjustment of the Claim, Travelers did not enter into any written or oral agreement with the Ledfords to pay a specific amount for damage to their home.

12. Neither the Ledfords nor Travelers has demanded an appraisal of the Claim.

13. The Ledfords have not obtained a final judgment against Travelers in any lawsuit concerning the Claim.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Connor S. Kidd", is written over a horizontal line.

Connor S. Kidd